

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA**

JOYCE LARSON, on behalf of herself and all persons similarly situated,	:	
	:	
	:	
Plaintiff,	:	Civil Action No.: 5:21-00077
	:	
v.	:	
	:	
	:	Class and Collective Action
TRUE SELECT, LLC, <i>et al.</i>	:	
	:	
Defendants.	:	
	:	

DECLARATION OF JOYCE LARSON

JOYCE LARSON declares:

1. I am the named plaintiff in this action.
2. Beginning on approximately March 1, 2021, I began employment with True Select and GuardianLight (collectively “First Light”).
3. I initially typically worked as an Office Assistant for approximately 40 hours per week and as a Home Care Worker (Caregiver) usually for one 24 hour shift per week (64 hours per week in total).
4. I served in these dual roles until approximately mid-September 2021, at which point I began to work exclusively as a Caregiver and did so until the end of October, 2021. During this period, in at least two workweeks, I worked approximately 48 hours during each of those weeks.
5. As described in the Complaint, I was fired on November 1, 2021 for asserting my rights (and the rights of other class members) to overtime pay. I spoke with other Home Care Workers concerning First Light’s practice of failing to pay overtime pay and First Light knew that I did so.

6. In my role as Caregiver, I would drive to client homes in the Winchester area to provide these services.

7. My duties as a Caregiver included but were not limited to: bathing, clothing and feeding those who could not care for themselves.

8. First Light employs several related types of Home Care Workers, including Caregivers, Home Health Aides, CNAs, Care Coordinators, Companions, and Personal Care Assistants.

9. To my knowledge, there was no real difference between True Select and GuardianLight – it is one business with two names. Both companies are owned and run by Kendra Ghanbari out of the same offices in Winchester and elsewhere in Virginia. Both companies provide the same services (homecare services) to the same types of clients (elderly and others who cannot care for themselves) throughout Virginia.

10. My salary pay for my Office Assistant role was \$1,280 per biweek (\$640 per week).

11. My hourly pay rate for my work as a Home Care Worker was \$13 per hour.

12. Based on my knowledge of working in the office, Home Care Workers would often receive two biweekly pay checks/direct-deposits: one from True Select and one from GuardianLight. To my understanding, Home Care Workers are paid by True Select with respect to First Light clients in one “Region” and Home Care Workers are paid by GuardianLight with respect to First Light clients in another Region. I do not know how First Light determines which clients are assigned to which Region. It is especially strange because clients in the same town or city (e.g., Stephens City) might be assigned to different Regions.

13. I strongly suspect that First Light sets things up this way to avoid paying overtime

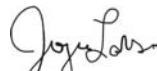
compensation for Home Care Workers who work many hours in the same workweek for clients in multiple Regions.

14. Neither in my dual roles as Office Assistant and Caregiver, nor when I began to work exclusively as a Caregiver, was I never paid time and a half (overtime pay) when I worked more than 40 hours in a workweek.

15. On or about October 8, 2021, I complained to my supervisor Wendy Stanton as to why I was not paid time and a half for the prior workweek(s) in which I worked about 48 hours solely as a Home Care Worker servicing a family in their home. Ms. Stanton emphatically stated that Ghanbari would not be paying Home Care Workers overtime pay. Shortly thereafter, my weekly work schedule was cut from 48 hours down to 24 hours.

16. Late in October, owner Kendra Ghanbari learned that I was speaking with other Home Care Workers about our unpaid overtime. She demanded that I immediately show up to the Winchester office (on a non-working day) for a meeting with herself and Wendy Stanton. Both of them complained to me that I should not be speaking with others about overtime pay. Kendra falsely claimed to me that I was insubordinate and incompetent at my job. Kendra requested that I discuss my legal claims with her. I told her I would not do so and I directed her instead to forward any legal questions to my attorney, James Goodley. Kendra then immediately terminated my employment.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.



JOYCE LARSON

Signed on: 11 / 12 / 2021